MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH CITY PROSECUTORS ASSOCIATION (CPA)

OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Approved by City Council on August 25, 2020

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MEMORANDUM OF UNDERSTANDING

Section I - Recognition, Purpose and Implementation

The City Prosecutors Association is hereby recognized as the exclusive representative for employees of the City Prosecutor's Office in the positions indicated in Appendix A, attached hereto, and made a part hereof. The purpose of the Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

A. Approves the provisions contained in this Memorandum;

B. Adopts the required ordinances and/or resolutions; and

C. Appropriates the funds required to implement the provisions hereof.

Section II - Term

The term of this Memorandum shall be for four years commencing October 1, 2019, and terminating at midnight on September 30, 2023.

Section III - Salaries

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective date indicated:

A. Wages

Effective the first day of the pay period that includes April 1, 2020, bargaining unit members shall receive a three percent (3%) general wage increase to the base hourly rate.

Effective the first day of the last full pay period of the fiscal year 2021 (9/30/2021) all bargaining unit members shall receive a two percent (2%) General Wage Increase to the base hourly rate.

Effective the first day of the last full pay period of the fiscal year 2022 (9/30/2022) all bargaining unit members shall receive a two percent (2%) General Wage Increase to the base hourly rate.

Effective the first day of the pay period that includes April 1, 2023, all bargaining unit members shall receive a one percent (1.0%) General Wage Increase to the base hourly rate.

B. Equity Adjustment

Effective the first day of the pay period that includes September 30, 2022, the following classifications shall receive a one and a half percent (1.5%) equity adjustment:

1. Deputy City Prosecutor
2. Deputy City Prosecutor I
3. Deputy City Prosecutor II
4. Deputy City Prosecutor III
5. Deputy City Prosecutor IV
6. Paralegal – City Prosecutor
7. Law Clerk – City Prosecutor
8. Legal Assistant - Prosecutor
9. Supervisor – Deputy City Prosecutor

C. Professional Incentive

Effective the first full pay period following council adoption, the City shall provide a one-time ad-hoc $900.00 Professional Incentive pay as outlined in Appendix C.

1. Deputy City Prosecutor
2. Deputy City Prosecutor I
3. Deputy City Prosecutor II
4. Deputy City Prosecutor III
5. Deputy City Prosecutor IV
6. Supervisor – Deputy City Prosecutor

Effective the first day of the pay period that includes April 30, 2022, the City shall provide a one-time ad-hoc $900.00 Professional Incentive pay as outlined in Appendix C.

1. Deputy City Prosecutor
2. Deputy City Prosecutor I
3. Deputy City Prosecutor II
4. Deputy City Prosecutor III
5. Deputy City Prosecutor IV
6. Supervisor – Deputy City Prosecutor

D. Labor Cost Savings Reopener

Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and CPA ("the parties") agree that during the period commencing September 1, 2020, and ending on the last date of this Agreement, the MOU may be reopened, in accordance with Appendix I, on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

Section IV - State Bar Association Dues

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

Section V - Health, Dental, Vision and Life Insurance Benefits

A. The City shall contribute by way of obligation for health, dental, vision, and life insurance benefits, the maximum amounts indicated below for employees in permanent full-time positions:

B. Effective January 1, 2020 - $1713.84 per month. Please note, the maximum amounts are subject to change based on an annual review of the City's Benefits package. Employees may change benefit coverage during open enrollment.

A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

C. Effective January 1st during the term of the agreement, and thereafter increases in the costs for the health, dental, and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for the applicable coverage tier, and will not exceed the following amounts:

1. Every January 1st during the term of the Agreement, employees with single or two-party plan health coverage, shall pay thirty percent (30%) of the increase or $25 whichever is less, over the rates in effect in the prior year for the plan options selected.

2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or $30, whichever is less, over the rates in effect in the prior year for the plan options selected.

3. If the employee's portion is in excess of their cap ($25 for single or two-party coverage or $30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted, or the increase equals the cap, whichever is less.

Section VI - Benefits Eligibility Date

A. Employees will become eligible and may enroll into eligible benefits plans effective the first (1st) of the month following their hire date and submittal of enrollment documents.

B. Benefit enrollment forms must be received by the Department of Human Resources Benefits Division by the end of the month of the employee's hire date for benefits to become effective 1st of the following month.

C. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1st of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.

D. Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks.

Section VII - Health Insurance Advisory Committee (HIAC)

The City Prosecutors Association shall have one member on the Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health plans. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for the duration of this agreement.

Section VIII- Retirement

A. Continuation of Retirement Benefits

For members of the bargaining unit employed in the classification set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006, but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a Classic CalPERS member), in accordance with the Public Employees' Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

B. PEPRA

Employees hired on or after January 1, 2013, who are considered new members by CalPERS shall receive the miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.60.

Section IX- Mileage Reimbursement

Deputy City Prosecutors shall be entitled to an auto allowance in accordance with the City Salary Resolution.

Section X - Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days [ninety-six (96) hours] of sick leave per year.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, they shall be entitled to use a maximum of one-half (1/2) of their earned sick leave per calendar year for absence from duty for a personal doctor or dental appointments or to attend to their ill or injured child, parent, spouse or same-sex domestic partner.

C. Effective the first pay period of the calendar year 2021, the City will expand the usage of sick leave accruals as follows:

In conjunction with a protected and/or extended medical leave of absence (i.e. FMLA, PDL, CFRA, etc.) in addition to the usage of sick leave accruals, when an employee is personally ill or disabled, the employee shall be entitled to use any available earned sick leave accruals for an absence from duty for personal medical appointments or to attend to their ill, eligible family member.

Catastrophic Leave donations for eligible employees will only be allowed in circumstances where an employee has exhausted all available leave accruals, and are no longer receiving STD or LTD benefits, if applicable, whether the donations are requested to cover a personal or family-related illness.

D. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.

Effective January 1st, 2021, upon implementation of the Paid Parental Leave program, the Preservation of Sick Leave (Vacation) During Extended Leave provision shall be eliminated.

E. Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for the continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The retired employee has an effective retirement date of July 1, 1983, or later; or

2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries;

2. The dependent child becomes twenty-six (26) unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s);

3. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or

4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section XI - Bereavement Leave

A. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled workdays and will receive full compensation during such absence upon the necessity for their absence, and with the consent of the employee's department head, in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.

B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of the spouse, grandparent, grandchildren, stepchildren, stepparents, step-siblings, foster child or domestic partner as defined by State law.

C. An employee requesting paid bereavement leave due to death or critical illness of an immediate family member may be required to furnish satisfactory evidence of such death or critical illness to the Department head.

D. Bereavement leave must be taken within 60 days of immediate family member death.

E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.

F. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.

G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section XII - Holiday Schedule

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	Washington's Birthday	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Thanksgiving	Fourth Thursday in November
8.	Day After Thanksgiving	Friday after Thanksgiving
9.	Christmas Day	December 25
10.	Personal Holiday Leave	4 days (32 hours) – Effective January 2021 - 5 days (40 hours)

A. Effective the first full pay period of the calendar year 2021, the City shall provide one additional City observed Holiday, Election Day (first Tuesday after November 1st), to eligible permanent full-time and permanent part-time employees. Due to the unique operations of the City Prosecutor's Office, eligible permanent fulltime and permanent part-time employees represented by the CPA will receive an additional Personal Holiday in lieu of the new City observed Election Day. This is in addition to the current four (4) Personal Holidays CPA receives, for a total of five (5) Personal Holidays yearly.

B. Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

C. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four (4) personal holidays in the first pay period that begins in January. Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours. A personal holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix E.

D. Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

E. Employees on an in-lieu schedule will continue to receive 13 holidays per year. Effective the first pay period that includes January 1, 2021, this shall increase to 14 days (112 hours). Additionally, an in lieu holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix G.

F. In-Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

G. In no instance will employees receive more than thirteen (13) holidays [fourteen (14) holidays, effective the first pay period of the calendar year 2021] per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph B above

H. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.

I. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour workday.

J. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.

K. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

Section XIII - Vacation

A. Permanent, full-time employees covered herein shall accrue vacation leave with pay on the following basis:

Service Completed	Equivalent Vacation Days Earned Per Year
Upon hire through 4 years, 5 months (Upon hire through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

B. A new vacation accrual maximum provision will take effect the first full pay period of the calendar year 2021 in accordance with Appendix F.

C. Upon implementation of vacation accrual max, new permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

Section XIV - Short-Term (STD) & Long-Term Disability Benefits (LTD)

Employees in the classification of Deputy City Prosecutor will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

Section XV - Life Insurance

A. In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Prosecutor will be provided a $150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said $150,000 life insurance policy. Because of tax consequences, employees shall have the option of taking the $150,000 policy or additional life insurance coverage not to exceed $50,000. Should the employee choose the lower coverage, they cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

Other members of the bargaining unit shall be provided a $50,000 per year life insurance policy.

B. Effective January 1, 2021, the Life Insurance section will be revised as follows:

1. In addition to the life insurance currently provided all permanent City employees; employees in the positions of Deputy City Prosecutor, Deputy City Prosecutor I, Deputy City Prosecutor II, Deputy City Prosecutor III, and Deputy City Prosecutor IV will be provided a $200,000 life insurance policy. The City will pay the full cost of the annual premiums for said $200,000 life insurance policy. Because of tax consequences, newly hired and existing employees shall have the option of accepting a reduced employer-paid life insurance amount not to exceed $50,000, in lieu of the $200,000 policy granted in this MOU. Should the employee choose the lower coverage, the employee cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to higher coverage at a later date.

2. Other members of the bargaining unit shall be provided a $100,000 life insurance policy. Because of tax consequences, newly hired and existing employees shall have the option of accepting a reduced employer-paid life insurance amount not to exceed $50,000, in lieu of the $100,000 policy granted in this MOU. Should the employee choose the lower coverage, the employee cannot elect to obtain the additional coverage at a later date.

Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to higher coverage at a later date.

Section XVI - Jury Duty

Employees will be limited to eighty (80) hours of paid jury time each calendar year.

Section XVII - Paid Parental Leave

Effective the first day of the pay period that includes January 1, 2021, the City of Long Beach shall implement a Paid Parental Leave program, in accordance with Appendix D.

Section XVIII - Deferred Compensation

A. The City shall contribute $75 each month for deferred compensation for all members of the bargaining unit.

B. Except as provided under State and Federal law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.

C. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.

D. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

Section XIX - Mandatory Continuing Legal Education (MCLE)

The City shall reimburse, through the office of the City Prosecutor, up to $180.00 per fiscal year for Mandatory Continuing Legal Education (MCLE) fees. Reimbursement shall only be for attendance of MCLE courses that are directly related to the job of Deputy City Prosecutor, as required to maintain a license to practice law in the State of California.

Section XX - Executive Leave

Persons holding the position of Deputy City Prosecutor shall be eligible to be granted executive leave by the City Prosecutor in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. In addition, additional days of executive leave, not to exceed five (5) days forty (40) hours per calendar year, may be granted by the City Prosecutor at his sole and exclusive discretion.

Section XXI - Work Schedules/Hours of Work

A. Increments of time reporting

Hours worked shall be accounted for in increments of six (6) minutes. Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

B. Bargaining Unit members work a seven-day FLSA work week (168 recurring hours).

C. Work Schedule Alternatives

1. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days per work week with a one-hour lunch during each work shift, totaling a forty (40) hours work week. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority if it is determined to be operationally advantageous. Employees working the 5/40 shall have an FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on Friday

2. 9/80 Work Schedule

For employees working a 9/80, work schedule the FLSA work week shall begin exactly in the middle of their 8-hour shift on the day of the week which constitutes their alternate day off. Effective the first full pay period following approval by City Council, the guidelines for 9/80 schedules will be as follows:

a. The standard work scheduled is five (5) days per week, eight (8) hours per day.

b. Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.

c. Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.

d. A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1), eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).

e. Participation in a 9/80 Work Schedule is a benefit, not a right, and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.

f. Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.

g. 9/80 work schedules will be limited to four schedules available for non-24 hour facilities. They include:

- 1st Friday of the Pay Period as the Regular Day Off
- 2nd Friday of the Pay Period as the Regular Day Off
- 1st Monday of the Pay Period as the Regular Day Off
- 2nd Monday of the Pay Period as the Regular Day Off

h. Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays, and Thursdays are nine (9)- hour workdays. The other alternating Monday or Friday will be considered the eight (8)-hour workday.

i. Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

j. Upon Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off. Employees may not flex time on their Regular Day Off or 8-hour day.

k. Hours for a 9/80 employee will be assigned by the department.

l. The alternating eight (8)-hour day/regular day off must begin and end at the same time each work week.

m. Work Schedules may be changed by the department to accommodate providing service to the community. A change in regular work hours requires a minimum of ten (10) days' notice.

3. Other Work Schedules

Other work schedule alternatives may be approved by the City Manager or the appropriate appointing authority if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity, and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

D. Work Schedule Approvals

Alternative Work Schedules (work schedules other than the traditional 5/40 work schedule) must be approved by the City Manager or the appropriate appointing authority. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10, or other schedule) with seven (7) calendar days' notice.

Section XXII - Overtime

The City will calculate overtime based on FLSA requirements to only include time actually worked for bargaining unit members eligible to receive FLSA overtime. Further, during the term of this Agreement, the City will be reviewing its FLSA and overtime policies, ordinances, and resolutions. During the term of the Agreement, the parties agree to meet and confer over changes to the City's FLSA related policies, ordinances, and resolutions as required by the Meyers Milias Brown Act. The City Prosecutors Bargaining Unit retains the right to negotiate to the fullest extent permitted by law.

Section XXIII - Economic Crisis Clause

The parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds "Fiscal Hardship" is defined in City of Long Beach Municipal Code Section 3.94.030C. The parties agree that any changes to the MOU will be based on mutual agreement.

Except as otherwise provided herein all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Prosecutors Association shall remain in full force and effect during the term of the Memorandum of Understanding.

Section XXIV - Term and Renegotiation

The term of this MOU shall commence on October 1, 2019, and shall remain in effect through September 30, 2023. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2023, to May 15, 2023, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section XXV – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 17 day of December, 2020.

THE LONG BEACH CITY PROSECUTORS ASSOCIATION

LAURA REIMER
President

CITY OF LONG BEACH

THOMAS B. MODICA
City Manager

DOUGLAS HAUBERT
City Prosecutor

ALEJANDRINA BASQUEZ
Director of Human Resources

DANA ANDERSON
Labor Relations Manager

ELIZABETH CALIXTRO
Labor Relations Officer

GARY ANDERSON
Principal Deputy City Attorney

KARA MUSICK
Personnel Analyst

APPENDIX A

POSITIONS REPRESENTED BY BARGAINING UNIT

City Prosecutors Association – SPCL:
Deputy City Prosecutor
Deputy City Prosecutor I
Deputy City Prosecutor II
Deputy City Prosecutor III
Deputy City Prosecutor IV
Deputy City Prosecutor – NC
Supervisor - Deputy City Prosecutor

City Prosecutors Association:
Paralegal - City Prosecutor
Paralegal - City Prosecutor – NC
Law Clerk - City Prosecutor
Law Clerk - City Prosecutor – NC
Legal Assistant - Prosecutor

APPENDIX B

PAY RATES AND STEP SCHEDULE
LONG BEACH CITY PROSECUTORS ASSOCIATION

MOU TERM OCTOBER 1, 2019 - SEPTEMBER 20, 2023

SALARY SCHEDULE

Rates not yet available, they will be added upon verification of increased amounts

APPENDIX C

PROFESSIONAL INCENTIVE
ONE-TIME PAYMENT

Employees in the CPA bargaining unit shall receive two one-time ad hoc payments as follows:

Effective the first full pay period following council adoption, a one-time ad hoc lump sum payment of $900.00 Professional Incentive to Deputy City Prosecutors, Deputy City Prosecutors I, Deputy City Prosecutors II, Deputy City Prosecutors III, Deputy City Prosecutors IV, and Supervisor – Deputy City Prosecutors that are active on payroll as of the preceding pay period and

Effective the first day of the pay period that includes April 30, 2022, a one-time ad hoc lump sum payment of $900.00 Professional Incentive to Deputy City Prosecutors, Deputy City Prosecutors I, Deputy City Prosecutors II, Deputy City Prosecutors III, Deputy City Prosecutors IV, and Supervisor – Deputy City Prosecutors that are active on payroll as of the preceding pay period. The following provisions apply to each of the one-time ad hoc payment listed above:

1. The one-time ad hoc lump sum payments are not considered regular compensation and do not include any compensation items such as, but are not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation, or overtime.

2. The one-time payments shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.

3. The one-time ad hoc payments shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.

APPENDIX D

PAID PARENTAL LEAVE

The City of Long Beach will be implementing the following paid parental leave policy effective the first full pay period of the calendar year 2021:

The proposed policy institutes a new program offered by the City which provides 30 consecutive calendar days of Parental Leave at 100% of salary, for the birth, adoption, or foster placement of a child, regardless of the gender, marital status, or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption, or placement of a child with the employee.

The leave must be taken in full day increments and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave accruals.

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive calendar days in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligibility

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six (6) months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.

- Approved Paid Parental Leave may start up to two consecutive weeks prior to and at any time during the twelve-month period immediately following the birth, adoption, or placement of a child with the employee.
- The 30 consecutive calendar days of Paid Parental Leave will begin on the first day of Paid Parental Leave used, and in no event shall exceed 30 calendar days within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (i.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than 30 consecutive calendar days of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's 30 consecutive calendar days of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resources Department forms and provide all documentation as required by the Human Resources Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program's impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, all parties agree to eliminate applicable provisions for the Preservation of Sick Leave (Vacation) During Extended Leave which states:

- *Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.*

This provision will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

APPENDIX E

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

PERSONAL HOLIDAY ACCRUAL

A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.

B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

Personal Holiday Hours	Personal Holiday Advanced (Start of year)	Personal Holiday Maximum Accrual
Regular/Other Schedule	32.0	64.0
First pay period of calendar year 2021	40.0* New 5th Personal Holiday	80.0* New 5th Personal Holiday

*Accounting tracks on accrual basis at rate of 1.24 hours per pay period currently, rate will increase to reflect additional personal holiday in lieu of Election Day in 2021.

**Employees will accrue prospectively if they are hired mid-year

C. Use of personal holiday time is subject to supervisor and/or department head approval.

D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.

APPENDIX F

VACATION ACCRUAL MAXIMUM

The vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021. The City will implement a three (3) year vacation accrual maximum based on years of service completed. As a result of COVID-19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire December 31, 2023. The vacation cap will revert to three (3) year maximum effective January 1, 2024. See the following chart for illustration purposes:

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Current Vacation Max. Accrual*	**NEW Vacation Max. Accrual****
Upon hire through 4 years, 5 months	3.70	96.2	288.6	**384.8**
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	**480.5**
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	**512.7**
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	**545.0**
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	**576.2**
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	**608.4**
19 years, 6 months or more	6.16	160.2	480.5	**640.6**

**Standard vacation accrual accruals only (not platoon schedule)*
***NEW 4-Year Vacation Maximum – 1/1/2021 – 12/31/2023)*

A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.

C. Employees will not be allowed to have negative vacation hours.

D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.

E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

APPENDIX G

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021 the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

A. All employees on a regular/other in lieu holiday schedule will receive fourteen (14) eight-hour in lieu holidays (112 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and twenty-four (224) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below two hundred and twenty-four (224) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Max. Accrual
Regular/Other Schedule	104.0	4.0	**208.0**
Effective 2021*	112.0	4.3	**224.0**

B. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

APPENDIX H

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach will be offering a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary. The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

The proposed Gym Membership pilot program, referred to as Gympass, provides employees access to multiple gyms and exercise activity studios, as well as various types of activities for a single monthly fee, starting at $10 per month, to be paid by the employee directly to Gympass.

Employees will have multiple price platforms to choose from and will be able to attend any of the participating gyms and/or available classes based upon the platform chosen. Enrolled employees will have unlimited access to the facilities in their chosen platform, and can opt out at any time. Employees will not be charged an initiation fee, annual fee or cancellation fee to participate in Gympass.

To build awareness of this unique program, the union will be invited to attend an informational kickoff meeting with Gympass and/or Human Resources staff regarding the Gympass platforms and pricing. We would like to partner with the unions/associations in communicating and distributing HR-developed communications to union members to promote the program.

Gympass will be implemented on a two-year term as a pilot program, and extended to all active employees, regardless of length of employment and hours worked. Upon the conclusion of the Gympass pilot program, the program will be evaluated by the HIAC Committee to review and make recommendations regarding the effectiveness, continuation and or decision to end the program.

*The effective date will be based on conclusion of meet and confer process and City procurement process.

APPENDIX I

LABOR COST SAVINGS REOPENER:

A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and CPA ("the parties) agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

B. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify CPA in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.

C. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Milias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and CPA representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.

D. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees.

APPENDIX J

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH CITY PROSECUTORS ASSOCIATION

COST SAVINGS FURLOUGH (FISCAL YEAR 21)

To minimize layoffs during Fiscal Year 2021, the City and CPA agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full-time employees) will be taken during the pay period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.

Permanent full-time employees will be required to take two hundred and eight (208) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between the pay period including October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.

Most employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.

For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.

Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.

Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between October 10, 2020 and the pay period including September 30, 2021. The City will provide the Union with a list of positions (if applicable), assignments and individuals to be included in this alternative approach to generate savings.

Non-career employees will not be scheduled to work on a scheduled business closure day. If based on operational necessity, there is a need for a non-career employee to work on a closure day, the department will schedule an alternate day off during the same work week.

APPENDIX K

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH CITY PROSECUTORS ASSOCIATION

FURLOUGH PARITY LANGUAGE

CPA agrees to 26 workdays/208 hours (approx. 10%) of unpaid furlough days in FY 2021, provided that the City agrees to a "Furlough Parity Reopener" to guarantee that all non-sworn bargaining units (excluding public safety [POA, FFA and LGA] and miscellaneous groups with a closed contract) will be subject to the same total number of furlough hours (26 days = 208). This also excludes employees on an Alternate Furlough Program [contribution half (13 days = 104 hours)].

The City and CPA agree that it is the intent of this Section regarding furloughs that all non-sworn bargaining units serve the same total number of furlough hours FY 2021 (excluding Alternative Furlough Program). Therefore, should the City reach agreement with another non-sworn bargaining unit that provides for less furlough hours than has been agreed to in this Section, or if the City is not able to reach agreement and instead imposes terms on another non-sworn bargaining unit that are less than the value of the furlough cost savings agreed to in this Section**,** the parties agree to re-open the MOU to discuss how to provide CPA members with compensation that equals the difference in furlough hours they served in comparison to other non-sworn bargaining units. This limited re-opener can be exercised by either the City or CPA.